

Exhibit “1”

BK/B104 U-00640

**BANK COUNSEL
NEW BANK LAWSUITS**

**SEND ELECTRONIC TO:
BANK_COUNSEL@INTERNAL.USAA.COM**

FR: SPECIALIZED DOCS 8-9628 B-8651

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INCORPORATED**

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

UNITED SERVICES AUTOMOBILE ASSOCIATION FEDERAL SAVINGS BANK

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOSHUA MAYNARD

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**ENDORSED
FILED**

MAY 05 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California, County of Sonoma
600 Administration Dr, Santa Rosa, CA 95403

CASE NUMBER: (Número del Caso):

SCV-268348

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

JOSHUA MAYNARD, 740 ELY BLVD S, PETALUMA, CA 94954

DATE:

(Fecha)

MAY 05 2021

ARLENE D. JUNIOR

Clerk, by
(Secretario)

Angela Mendia

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

1 Plaintiff:
2 JOSHUA MAYNARD
3 740 Ely Blvd S
4 Petaluma, CA 94954

**ENDORSED
FILED**

MAY 05 2021

5 Plaintiff's Attorney:
6 Self-Represented

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 IN AND FOR THE COUNTY OF SONOMA
9 CIVIL CLAIMS DIVISION

10 JOSHUA MAYNARD

11 Plaintiff,

12 v.

13 UNITED SERVICES AUTOMOBILE
14 ASSOCIATION FEDERAL SAVINGS
15 BANK

16 Defendant.

CASE NO. SCV-268348

COMPLAINT FOR:

- 1) NEGLIGENCE
- 2) NEGLIGENT
MISREPRESENTATION
- 3) CONVERSION
- 4) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS

19 I, JOSHUA MAYNARD; a Sonoma County resident and Plaintiff in this case, aver and
20 allege against United Services Automobile Association Federal Savings Bank ("USAA") as follows:

21 **INTRODUCTION**

22
23 1. I, Plaintiff, Joshua Maynard, bring this action as a result of USAA's fraudulent and
24 unfair business practices. USAA has been negligent in their standards of conduct to my detriment,
25 negligently misrepresented their interest in my personal property, a 2014 Dodge Durango R/T AWD
26 ("my Durango"), to me and various third parties, including the Petaluma Police Department, and
27 converted it and deprived me of it in attempt to extort \$27,644.02 from me. They have caused me
28

1 direct loss, consequential loss, and suffering. They owe me cure and damages. I pray this Court
2 will hold USAA accountable and grant me relief for the injustices they have perpetrated against and
3 suffering they have inflicted upon me and my children.

4 PARTIES

5
6 2. The Defendant, USAA, provides banking and insurance offerings to U.S. military
7 members, veterans, and their families. In 2019, USAA sold much of its investment-management
8 business to Charles Schwab in a \$1.8 billion deal. USAA is currently ranked 94 on the Fortune 500
9 and in the last fiscal year reported over \$35 billion in revenue, over \$4 billion in profit, and total
10 assets valued at over \$173 billion. The CEO of USAA is Wayne Peacock. In commercial
11 advertising, USAA uses slogans such as "When you join USAA, you become part of a family that's
12 there for you during every stage of your life" and "member for life" and "what you're made of,
13 we're made for" to depict themselves as an institution that upholds military values such as honor,
14 integrity, courage, and unrivaled commitment to their members in their conduct of business
15 dealings. In the last year, USAA spent under \$100 million on advertising in digital, print, and
16 national TV on ads such as these according to MediaRadar.com.

17
18 3. The Plaintiff, Joshua Maynard, is a highly decorated 40% disabled Army Veteran of 18
19 years honorable service, single father who maintains nearly 100% physical custody of two school
20 aged children, CalFresh recipient, and formerly USAA member 17378893 for over 20 years who has
21 been a resident of Sonoma county since January 2017, and whose only material asset of value is the.
22 Durango automobile he owns with no lien as reflected in the current State of California Certificate
23 of Title. He, the Plaintiff, has an additional legal claim against USAA surrounding their bad faith
24 insurance dealings with him and subsequent cancellation of his membership in 2019 which he
25 retains the right to bring before the Court in a separate complaint at some point in the future yet to
26 be determined.
27
28

JURISDICTION

4. This Court has jurisdiction over this action as the Plaintiff is a Sonoma County resident and because the physical conversion acts committed by USAA occurred in Sonoma County.

FACTUAL ALLEGATIONS

5. On or about (O/A) June 16th, 2020, I purchased USAA's abandoned property (a 2014 Dodge Durango, VIN ending in 77234, hereafter referred to as "the Durango" or "my Durango") free and clear in a Lien Sale which was subsequently recognized by State of California in the current Certificate of Title. At the point of purchase my Durango was inoperable and had to be towed to be moved to my home. I invested money in it to get it operating, inspected, titled, and registered for my exclusive use after purchasing it. Exhibit A, the Durango Certificate of Title, is attached hereto.

6. O/A November 29th, 2020, USAA issued an "Order to Repossess" my Durango to Del Mar Recovery Solutions, negligently misrepresenting USAA Federal Savings Bank as a Lien Holder, even though they were not and are not, in fact, a current Lien Holder on my Durango at all. Either USAA failed to validate their Lien claim against the current title for my Durango or USAA outright knowingly misrepresented their Lien status in an attempt to commit theft of my property. Exhibit B, the Order to Repossess, is attached hereto.

7. As a result of USAA's misrepresentation of their Lien status, my (solely owned California Titled) Durango was illegally stolen from my driveway at my home in Petaluma, California, by After Hours Recovery Inc, the subcontractor issued the Order to Repossess from USAA by Del Mar Recovery Solutions, which USAA hired for such purpose of depriving me use and possession of that sole property of mine, the Durango, O/A November 30th, 2020.

8. On November 30th, 2020, I awoke to find my vehicle stolen from my driveway. I contacted the Petaluma Police Department (PPD) right away who informed me that the vehicle had been repossessed and provided me the contact information for After Hours Recovery Inc, who had

converted my property by order of USAA and was continuing to deprive me of my property on USAA's behalf. I filed a formal complaint with the police that USAA did not have any lien on my vehicle and that my property had been converted, and that I should have my property returned immediately. Exhibit C, the Dispatch Event Summary (PE203350059), is attached hereto. On the report PPD noted the Durango registration confirmed a "no lien holder" status on November 30th.

9. On that day, November 30th, 2020, I made contact with both USAA and After Hours Recovery to explain the circumstance that they had no lien and I demanded my property be returned immediately to me. In each contact I explained that I was the current Title Holder with no lien, and that I had purchased the vehicle outright. When I explained the circumstance to USAA that day I spoke with Eddie – employee ID 4380 - who told me that USAA would only authorize release of my Durango to me if I paid them \$27,644.02. In so doing, USAA established the Fair Market Value of the Durango in this circumstance. Exhibit D, Call Notes (from November 30th, 2020), is attached hereto for reference. Additionally, Exhibit E, Cell Phone Call Log, is attached hereto. The call log times of day are reflected in Central Standard Times in Exhibit E, not Pacific Standard Times, and the phone number used by Plaintiff in these matters is the line ending in 1380.

10. In essence, USAA stole my Durango to extort \$27,644.02 from me by saying it was their property when it wasn't, and isn't, actually theirs. USAA mailed Exhibit F, Letter of Intent, attached hereto, to me on December 1st, 2020, to communicate that they indeed took possession of my Durango and intended to continue to deprive me of and sell it if I wasn't willing to pay the Fair Market Value they assessed it was worth to them (\$27,644.02).

11. On December 1st, 2020, I appeared in person at After Hours Recovery (AHR) in Vallejo, California, and demanded return of my Durango to my possession and to claim my personal property from within it if they would not return my Durango to me. They refused to relinquish my Durango to me and did not return personal property to me which had been in the vehicle before

1 USAA ordered them steal it from my home. They would not even allow me to see or access my
2 Durango at all, but gave me a few things from inside it which they said was "all" the personal
3 property that was in it that they "could" return to me. Exhibit G, Personal Effects Inventory, is
4 attached hereto. It reflects that I listed sunglasses as "missing" (not returned to me that day), even
5 though I had not fully recovered the Durango and was at that time unaware of other missing items.
6 The only personal items returned to me on December 1st, 2020, prior to my recovery of the Durango
7 the following day was the vehicle registration and some trash grocery receipts.
8

9 12. Upon After Hours Recovery's refusal to relinquish my Durango to me and failure to
10 return personal property inside it as well, I called the Vallejo Police (VP) who also appeared there in
11 person at After Hours Recovery to assist me. Exhibit H, VP Incident Contact Card, is attached
12 hereto for reference. Upon presenting my title and purchase documents in Vallejo Police presence
13 to After Hours Recovery they acquiesced that they "should get approval" to return my Durango to
14 me the following day.
15

16 13. On December 2nd, 2020, I returned in person again to After Hours Recovery and
17 recovered my Durango which they had converted on behalf of USAA. Upon regaining possession
18 of my Durango I searched through it and discovered personal items that belonged to me had been
19 removed from my Durango and not returned to me with it. Specifically, (3) pairs of sunglasses –
20 including a brand new pair of rose lens eye protection which was specialized for my service
21 connected traumatic brain injury light sensitivity, a Facebook tote bag with masks, and a Samsung
22 Fast Charger and charger cord for my cell phone. I had noted the missing sunglasses on the claim
23 form provided by After Hours Recovery previously, but was not immediately aware of the other
24 missing items until after I left their premises. Exhibit I, Redemption Receipt (3 pages), is attached
25 hereto for reference. On page three of Exhibit I the USAA representatives gave AHR instructions to
26 "please return this vehicle to the rightful owner, Joshua Maynard [Plaintiff]".
27
28

AFTERMATH

COMPLAINT

1 shameful conduct has caused me considerable turmoil, anguish, and mental anxiety which endures
2 as I pray for the Court's relief in pendency of this action.

3 16. My children and I currently live in poverty according to federal and state income
4 thresholds. I do not have the means to spare which would mitigate the negative impact of USAA's
5 mistreatment of me. Perhaps if I were a wealthy man this situation wouldn't feel so costly.
6 However, there is opportunity cost to every moment of my life these days as I struggle to find
7 employment and support my children as a single father here in Sonoma County, and in the loss of
8 use of my Durango which previously was an income producing asset for me. I don't have the means
9 for representation, so I have had to invest weeks' worth of time to educate myself and prepare this
10 legal action for the Court.
11

12 17. Three days of time were taken from me by USAA just for me to recover my Durango, in
13 addition to the gas expenses and mileage on my vehicle as I made multiple trips to Vallejo to
14 recover my Durango. Those are days which I would have used my Durango to produce income, but
15 could not. The loss of use of my Durango which has endured since USAA's theft of it on November
16 30th and has disabled me from using it for income since that day has been the most costly enduring
17 impact of USAA's criminal conduct against me in pendency of this action.
18

19 18. Since August 2019 I have operated as an Independent Contractor for DoorDash during
20 times of unemployment in order to support my family. Until my Durango was converted from me
21 by USAA it was the asset I used to perform that work. I prefer not to use my other vehicle - as it
22 does have a lien - so that I can retain value to debt equity in it. However, the damages apparent in
23 my Durango as a result of USAA's conversion of it which were caused in the course of forcibly
24 taking it from my home in the middle of the night without keys or permission have rendered it
25 undriveable for fear of further damage being caused in its use without first having it repaired since
26 November 30th, 2020.
27
28

1 19. In January 2020 I sent a demand letter to USAA (attached hereto as Exhibit L, Demand
2 Letter) to formally make them aware of the circumstance in hopes they would take responsibility
3 and rectify the harm they have caused me and my family and not take more time from my life, the
4 time that this court action requires. Since then I have received two phone calls from women who
5 reported to be working on behalf of USAA's CEO, Wayne Peacock, who made it clear that their
6 interest was ultimately more to mitigate their legal liability than it was to cure their wrongs against
7 me. Apparently, what I am made of they are not made for, but I made it very clear in my
8 communication with them that the damages they caused to my Durango have left it undriveable and
9 eliminated a source of income for me.
10

11 20. In response to my demand letter, USAA did not offer to repair my vehicle of the damage
12 they caused nor did they even simply apologize to me for their negligence and criminal conduct
13 against me. In fact, they attempted to convey that they were not in the wrong more than once in our
14 conversation regarding the title status at the time they ordered repossession of my Durango, which I
15 corrected them on, causing them obvious frustration on those calls. USAA has treated me with
16 indignation having been made aware of the harm they caused rather than showing moral fortitude
17 and an earnest commitment to curing the mistakes they perpetrated against me which would be in
18 keeping with the values they assert to uphold publicly.
19

20 21. When I have used my Durango to DoorDash full time I have consistently earned gross
21 revenue greater than \$200.00 per day on Mondays, Tuesdays, Wednesdays, and Thursdays, and
22 greater than \$300.00 per day on Fridays, Saturdays, and Sundays. USAA's damage to my Durango
23 has eliminated my ability to earn that income with my Durango since November 30th, 2020. More
24 than five months has now elapsed since that time as of the time of this filing. While circumstances
25 forced me to use my other vehicle which I should not use to Dash at times since November 30th,
26
27
28

2020, I have not Dashed full time throughout the pendency principally because I don't have use of my Durango for it.

22. On average, when dashing full time I have earned over \$1,500.00 per week (including cash tips), and have at times earned over \$1,700.00 in a week not counting cash tips when I dash all seven days of the week. Potentially earning \$1700.00 per week for 22 weeks equates to \$37,400.00 lost income as a result of USAA's negligent and criminal conduct against me (as of May 3rd, 2021). Exhibit M, DoorDash Weekly Revenue Report, is attached hereto for reference. Exhibit M depicts the historical weekly gross revenue earnings I have earned when "dashing" full time during previous time periods.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligence

23. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.

24. Defendant USAA negligently failed to verify their lien interest in my Durango in accordance with State of California Certificate of Title in effect at the time they ordered repossession of it as if it was property they owned.

25. Defendant USAA as a large financial institution has a legal duty to confirm their legal ownership interest in automobiles they seek to repossess prior to taking such an action.

26. Defendant USAA breached that duty on November 29th, 2020 when they ordered repossession of my Durango at which time the California Certificate of Title reflected the Plaintiff was the sole owner of the Durango with no lien to USAA.

27. Plaintiff was harmed because his sole property was converted, damaged, and rendered unusable costing loss of time, income, and property in it which was stolen and never recovered.

1 28. Defendant's breach was a direct and proximate cause of Plaintiff's resulting harm.

2 29. Defendant's negligence was a substantial factor in causing Plaintiff's harm.

3 30. Defendant's conduct was malicious, oppressive and fraudulent warranting punitive
4 damages.

5
6 **SECOND CAUSE OF ACTION**

7 **Negligent Misrepresentation**

8 31. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though
9 fully set forth herein in their entirety.

10 32. Defendant USAA represented to Plaintiff and several third parties – namely After Hours
11 Recovery, Del Mar Recovery Solutions, and the Petaluma Police Department – that they had a
12 current lien interest in the Durango during the course of affecting it's repossession and even in the
13 course of being confronted about their misrepresentation on multiple occasions. Such representation
14 was, and still is, false.

15
16 33. As of August 10th, 2020, and ever since, the State of California certified Plaintiff as sole
17 owner of the Durango with no lien on that property.

18 34. Defendant had no reasonable grounds for believing their representations were true when
19 they were made because they didn't actually verify the title status of the Durango at that time.

20 35. Defendant USAA intended Plaintiff to rely on this representation when they ordered
21 repossession of the Durango and refused to return it to him upon initial confrontation by Plaintiff
22 whereby they continued to assert their lien falsehood to him so that he would abandon his property
23 ownership to their sole possession.

24
25 36. Plaintiff reasonably relied on Defendant USAA's misrepresentation in that he was
26 completely at the mercy of it by the third parties who initially enforced depriving Plaintiff of his
27
28

1 property believing them to be true. Plaintiff had no choice but to rely upon and deal with the
2 consequences of Defendant USAA's misrepresentations until intervention by law enforcement.

3 37. Plaintiff was harmed by Defendant USAA's misrepresentations which caused his sole
4 property to be converted, damaged, and rendered unusable costing loss of time, income, and
5 personal property which was stolen and never returned from inside of it.
6

7 38. Defendant's misrepresentation and the Plaintiff's and third parties' reliance on it was a
8 direct and proximate cause of Plaintiff's resulting harm.

9 39. Defendant's conduct was malicious, oppressive and fraudulent warranting punitive
10 damages. Defendant continued to assert misrepresentations even upon confrontation with the truth.
11

12 THIRD CAUSE OF ACTION

13 Conversion

14 40. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though
15 fully set forth herein in their entirety.

16 41. Plaintiff solely owned the personal property, the Durango, at the time it was converted
17 which is clearly reflected in the State of California Certificate of Title that shows no lien.

18 42. Defendant USAA substantially interfered with the Durango by knowingly and
19 intentionally, through use of agents, removing it from Plaintiff's residence without permission on
20 November 30th, 2020, and then refusing to relinquish it until December 2nd, 2020. Had Plaintiff
21 been unable to get Vallejo law enforcement to intervene, it is unlikely Defendant would have ever
22 returned the Durango to the Plaintiff's rightful possession.
23

24 43. In the course of converting the Durango from the Plaintiff, USAA caused damage to the
25 vehicle which has continued to deprive the Plaintiff of its use even though Plaintiff was able to
26 recover the vehicle itself from Defendant's possession on December 2nd, 2020.
27
28

44. Defendant USAA deprived the Plaintiff of personal possessions which were never recovered by the Plaintiff which had been inside the Durango before their conversion of it on November 30th, 2020. Namely three pairs of sunglasses (TBI sunglasses, Google sunglasses, Rove sunglasses), a Samsung cellphone fast charger and USB cord, a Facebook brand tote bag, and numerous personal protection (COVID) cloth masks which were in it.

45. Plaintiff did not consent to Defendant USAA moving, interfering, nor taking possession of the Durango and the personal property stored inside it, nor the wrongful dominion that USAA continued to exert over it even after Plaintiff discovered the Durango missing and demanded its immediate return to his possession.

46. Plaintiff was harmed by Defendant USAA's conduct and continues to endure harm now because of it.

47. Plaintiff suffered actual damages, emotional damages, and consequential damages in an amount to be determined by the court according to proof.

48. Defendant USAA's conduct was malicious, oppressive and fraudulent warranting punitive damages.

FOURTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

49. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.

50. Defendants negligently as detailed above.

51. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress.

52. Defendant USAA's conduct was malicious, oppressive and fraudulent warranting punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as set forth below:

1. For an award of actual damages for the conversion of the Durango specifically at a Fair Market Value no less than \$27,644.02, which is the sum Defendant demanded as payment for it at the time of the conversion;

2. For an award of compensatory damages for the time and money spent to recover the Durango from November 30th to December 2nd, 2020 which included two round trips from Petaluma to Vallejo and monopolized all of Plaintiff's time during those days, at a reasonable amount the court may determine but is estimated by Plaintiff to be at least \$1,664.20 in value;

3. For an award of actual damages for the personal property that was inside the Durango and never returned to Plaintiff following its conversion, at an amount the court may determine but is estimated by Plaintiff to be at least \$1,000.00 in value;

4. For an award of actual damages and/or order of performance to cure regarding the mechanical damages caused to the Durango as a result of the conversion, as the court may determine, such that USAA either directly pays a proper auto repair shop to assess and repair the damages to the ACC, AWD, and steering systems caused by USAA, or provides Plaintiff a sum which will cover the necessary repairs at a cost yet to be determined;

5. For an award of lost income, at an amount the court may determine, to cure the loss of use of the Durango since November 30th, 2020, until repair as an income producing asset which consistently has been used by Plaintiff to DoorDash and would have been used by Plaintiff to earn gross revenue of at least \$1,700.00 a week on average had it not been placed out of service due to Defendant's conduct which rendered it unusable for such purpose;

6. For an award of compensatory damages at a reasonable amount the court may determine for the time Plaintiff has had to invest in acting as his own attorney to bring this action to the Court

1 to be heard; Perhaps an amount that Plaintiff might have paid an attorney, could he afford it. At the
2 time of filing Plaintiff has invested over 100 hours of his time tending to matters related to this
3 action including corresponding a demand letter and calls with Defendant, study of the law so as to
4 bring a proper and complete claim, and preparation of this complaint and evidence to bring matters
5 to the Court. For reference, Plaintiff has earned more than \$65 per hour in each of his last three
6 employments outside of his Independent Contracting "gig" work for DoorDash;
7

8 7. For emotional distress damages;

9 8. For exemplary and/or punitive damages; USAA's conduct in these matters deserves
10 exceptional rebuke as an entity whose value proposition so wholly relies on an image of upholding
11 ethical standards and commitment to military affiliated customers which are starkly opposite of their
12 conduct here, and for their continuing failure to honor those values when confronted with their
13 wrong doing directly in the course of events leading up to this complaint action;
14

15 9. For treble damages;

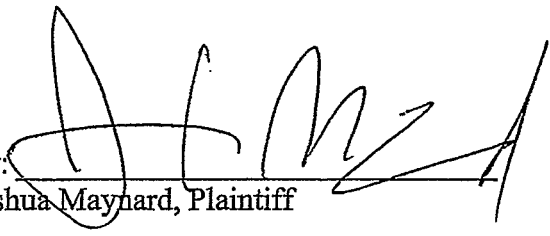
16 10. For expenses and costs of suit to the extent permitted by law;

17 11. For pre-judgement and post-judgement interest on such monetary relief;

18 12. Any other relief the Court may deem just and proper.
19

20 Dated: May 5th, 2021

JOSHUA C. MAYNARD

21
22
23
24 By: 
Joshua Maynard, Plaintiff
25
26
27
28

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

63420081049

AUTOMOBILE

VEHICLE ID NUMBER
1C4SDJCT9EC477234YR
MODEL MAKE
2014 DODGPLATE NUMBER
8RPB714

BODY TYPE MODEL

UT

UNLADEN
AX WEIGHTFULL TRANSFER DATE
G 06/16/20FEES PAID
\$442REGISTRATION
EXPIRATION DATE

03/18/2021

YR
SOLDCLASS YR MO EQUIPMENT/TRUST NUMBER
AH 2020 BHISSUE DATE
08/10/20

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

06/16/2020

ODOMETER READING

99910 MI

REGISTERED OWNER(S)

MAYNARD JOSHUA
740 ELY BLVD S
PETALUMA CA 94954

ACTUAL MILEAGE

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a

DATE

X

SIGNATURE OF REGISTERED OWNER

1b

DATE

X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads 99910 (ninethous) miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limit.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFER/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2 X

Signature releases interest in vehicle. (Company names must be countersigned)

Release Date

0016727 CA198029541

REG. 1730PS (REV. 02/2019)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

Order to Repossess

Date Assigned: 11/29/2020 Acct #: 2081997703

Case#: 2087611574

Reference#: 174313

Client: Del Mar Recovery Solutions

PO Box 131690

Carlsbad, CA 92013

Phone: 8666067007 Fax: 760-603-9080

By : Nailah Shaw / EXT:

Lien Holder: USAA Federal Savings

To: After Hours Recovery Inc.

1627 LEWIS BROWN DRIVE

Vallejo, CA 94589

Phone: 707-553-7814 Fax: 7075586888

State License No. ra1381

Adjusters :Matt Nothnagel

Debtor: JOSHUA C MAYNARD

SSN: redacted DOB: redacted

Cosigner :

SSN: redacted DOB: redacted

Unknown**740 ELY BOULEVARD S**

PETALUMA CA 94954 (Sonoma)

Additional Information:

ALSR Case ID: 2199116

Year: 2014

Make: DODGE

Model: DURANGO

Color: BLACK

Lic#: 8RPB714

St: CA

VIN: 1C4SDJCT9EC477234

Dealer:

Key Codes:

Monthly Payments

0

Balance on Account

0

Amount Past Due

0

Delinquent Since

Date Rec'd :

Time :

AM / PM

PD:

I.D.#:

Recovered From:Adjuster:Comm \$:Repo Fee \$:Miles on Vehicle:Tags:Other Charges \$:Major Damage: () Personals: ()Locked: [Y] [N] Keys: ()Bill to Customer \$:Driveable: ()

Dispatch Event SummaryEvent # **PE203350059**Agency: **Petaluma Police Department**

Case #

CONTROLLED DOCUMENT - DO NOT DUPLICATE**Event Information**Date/Time Received: **11/30/2020 11:39:20**Date/Time Closed: **11/30/2020 14:57:25**Location: **740 ELY BL S, PETALUMA CA**

Dispatched:

Enroute:

Arrived:

Event Type: **1021**

Disposition:

User Comments

11/30/2020 11:41:25 AM | HORTON, MARIE (1012487) | LIC 8RPB714

RP'S VEH WAS REPOSSESSED

11/30/2020 11:41:26 AM | HORTON, MARIE (1012487) | HE OWNS VEH W/O LIEN REG CONFIRMS THAT

HE IS INSISTING ON REPORTING VEH AS 10851

ADV RP THAT IT WILL BE A CIVIL SUIT WITH THE COMPANY

RP DISAGREES

RP CONTACTED AFTER HOURS RECOVERY AND LEFT A MESSAGE NO RETURN CALL

Dispatch Event SummaryEvent #: **PE210960079**Agency: **Petaluma Police Department**

Case #:

CONTROLLED DOCUMENT - DO NOT DUPLICATE**Event Information**Date/Time Received: **04/06/2021 13:50:18**Date/Time Closed: **04/06/2021 14:33:44**Location: **740 ELY BL S, PETALUMA CA**Dispatched: **04/06/2021 14:03:38**

Enroute:

Arrived:

Event Type: **1021**Disposition: **CIVIL SITUATION****Response**

Responder - Unit #:

1 HUTCHINSON, DAVID - 1E34

Dispatched:

04/06/2021 14:03:38

Enroute:

Arrived:

04/06/2021 14:09:32

Cleared:

04/06/2021 14:33:44**User Comments**

04/06/2021 01:50:18 PM | REESE, JULIE (1013575) | RP REQ OFFICER CALL AS HE HAS INFO TO ADD TO PE203350059

04/06/2021 02:09:33 PM | STRAUB, JENNIFER (1012736) | 1E34 -- @TOS

04/06/2021 02:33:44 PM | HUTCHINSON, DAVID (1012641) | Joshua Maynard contact PPD regarding an incident which occurred on 12/01/20. His vehicle was repossessed due to an error with the bank. Maynard is the title holder and had to drive to Vallejo to get his vehicle back. After picking up his vehicle he noticed personal property missing and mechanical issues with the car. Maynard is in the process of suing the company and wanted to outcome of the original repossession documented.

5366
800-416-
Advocates of
Cons. Mgmt

Will [unclear]
WOL
- value of next request
7/14

USAA
Kaitland
Eliase
2021
Brow

9370 Blue
5175071380
to [unclear] 6/14/21
[unclear] 7/14/21

800
668-
6873
a central mtg
with [unclear]



9 of 11

Account Number: 893636714

Bill Period: Nov 01 - Nov 30, 2020

Call Details - (707) 974-5437 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
Nov 27	07:21 pm	(804) 929-5323	Incoming	AU	11:00	-

Want a shorter bill? Visit www.sprint.com to modify your account preferences. Call details can be viewed within the usage section.

Call Details - (517) 507-1380 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
Nov 01	12:02 am	(707) 367-3262	Incoming	NW/AU	07:00	-
	01:19 pm	(707) 367-3262	Incoming	NW/AU	16:00	-
Nov 02	04:50 pm	(707) 794-6560	Incoming	AU	01:00	-
Nov 03	12:41 pm	(707) 569-2300	Incoming	VW/AU	45:00	-
	01:30 pm	(707) 778-8421	PTLM MAIN,CA	VW/AU	03:00	-
	06:36 pm	(707) 367-3262	Incoming	VW/AU	14:00	-
Nov 04	08:42 pm	(707) 367-3262	Incoming	VW/AU	08:00	-
Nov 05	04:26 pm	(707) 367-3262	Incoming	VW/AU	09:00	-
	04:40 pm	(707) 367-3262	Incoming	VW/AU	16:00	-
	06:27 pm	(810) 287-1869	FLINT,MI	VW/AU	40:00	-
Nov 06	04:54 pm	(707) 765-8488	PTLM MAIN,CA	VW/AU	01:00	-
Nov 07	03:25 pm	(810) 287-1869	Incoming	NW/VW/AU	14:00	-
	03:56 pm	(810) 287-1869	Incoming	NW/VW/AU	18:00	-
	05:30 pm	(810) 287-1869	FLINT,MI	NW/VW/AU	24:00	-
	05:55 pm	(720) 335-3402	DENVER,CO	NW/VW/AU	01:00	-
	08:59 pm	(707) 367-3262	UKIAH,CA	NW/VW/AU	04:00	-
	09:03 pm	(707) 367-3262	Incoming	NW/VW/AU	23:00	-
Nov 08	02:23 pm	(720) 335-3402	DENVER,CO	NW/VW/AU	41:00	-
Nov 09	02:49 pm	(810) 287-1869	FLINT,MI	VW/AU	27:00	-
	03:17 pm	(707) 765-8488	PTLM MAIN,CA	VW/AU	04:00	-
Nov 10	03:35 pm	(707) 559-7500	PTLM MAIN,CA	VW/AU	03:00	-
	03:39 pm	(707) 559-7500	PTLM MAIN,CA	VW/AU	03:00	-
	04:18 pm	(707) 559-7500	PTLM MAIN,CA	AU	01:00	-
	04:19 pm	(707) 559-7500	PTLM MAIN,CA	VW/AU	05:00	-
Nov 11	03:23 pm	(810) 287-1869	FLINT,MI	VW/AU	29:00	-
	10:45 pm	(810) 287-1869	Incoming	NW/VW/AU	07:00	-
Nov 12	06:49 pm	(810) 640-6120	Incoming	VW/AU	21:00	-
Nov 13	12:38 pm	(810) 287-1869	FLINT,MI	VW/AU	22:00	-
	01:41 pm	(415) 221-4810	Incoming	AU	51:00	-
	02:34 pm	(415) 221-4810	SNFC MT-EV,CA	VW/AU	04:00	-
	04:56 pm	(415) 221-4810	Incoming	VW/AU	14:00	-
Nov 14	12:32 pm	(707) 974-5437	SANTA ROSA,CA	NW/AU	01:00	-
	08:52 pm	(707) 367-3262	Incoming	NW/VW/AU	40:00	-
Nov 15	01:44 pm	(810) 287-1869	Incoming	NW/AU	06:00	-
Nov 16	11:57 am	(707) 367-3262	Incoming	AU	11:00	-
	05:57 pm	(810) 287-1869	Incoming	VW/AU	16:00	-
Nov 17	02:47 pm	(810) 287-1869	Incoming	AU	15:00	-
	04:53 pm	(707) 559-7500	PTLM MAIN,CA	VW/AU	02:00	-
	06:24 pm	(707) 559-7500	PTLM MAIN,CA	AU	14:00	-
Nov 18	12:57 pm	(707) 367-3262	Incoming	AU	11:00	-
	02:01 pm	(800) 488-1935	Incoming	VW/AU	03:00	-

Call Details - (517) 507-1380 - Voice continues...

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

VW Wi-Fi Calling



10 of 11

Account Number: 893636714

Bill Period: Nov 01 - Nov 30, 2020

Call Details - (517) 507-1380 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	02:25 pm	(707) 778-8421	PTLM MAIN,CA	VW/AU	01:00	-
	02:26 pm	(707) 778-8421	PTLM MAIN,CA	VW/AU	02:00	-
	04:07 pm	(707) 778-8421	PTLM MAIN,CA	AU	04:00	-
	04:23 pm	(810) 287-1869	Incoming	VW/AU	10:00	-
Nov 19	10:45 am	(415) 221-4810	Incoming	AU	02:00	-
	10:55 am	(810) 287-1869	Incoming	VW/AU	04:00	-
	02:39 pm	(810) 287-1869	Incoming	VW/AU	02:00	-
Nov 20	03:22 pm	(707) 566-7570	Incoming	AU	04:00	-
Nov 21	08:28 pm	(707) 367-3262	Incoming	NW/AU	06:00	-
	08:34 pm	(707) 367-3262	UKIAH,CA	NW/AU	12:00	-
	10:38 pm	(707) 367-3262	Incoming	NW/VW/AU	20:00	-
Nov 23	01:05 pm	(415) 221-4810	SNFC MT-EV,CA	AU	02:00	-
	01:52 pm	(415) 221-4810	Incoming	VW/AU	16:00	-
	02:07 pm	(415) 221-4810	Incoming	AU	16:00	-
	02:23 pm	(415) 221-4810	Incoming	AU	04:00	-
	02:52 pm	(707) 559-7500	PTLM MAIN,CA	AU	04:00	-
	03:05 pm	(810) 287-1869	FLINT,MI	AU	15:00	-
	04:46 pm	(707) 559-7500	Incoming	AU	03:00	-
	06:00 pm	(707) 559-7500	Incoming	AU	06:00	-
	06:12 pm	(800) 733-0502	Toll Free Call	VW/AU	06:00	-
	06:12 pm	(707) 559-7500	Incoming	CW/VW/AU	01:00	-
	07:28 pm	(415) 221-4810	Incoming	AU	08:00	-
Nov 24	02:22 pm	(707) 765-8488	PTLM MAIN,CA	VW/AU	02:00	-
	02:30 pm	(707) 765-8488	PTLM MAIN,CA	VW/AU	02:00	-
	02:36 pm	(707) 569-2300	SANTA ROSA,CA	VW/AU	13:00	-
	03:06 pm	(707) 765-8488	PTLM MAIN,CA	VW/AU	04:00	-
	03:26 pm	(707) 367-3262	Incoming	VW/AU	05:00	-
	03:35 pm	(707) 367-3262	Incoming	VW/AU	04:00	-
	03:40 pm	(707) 367-3262	Incoming	VW/AU	11:00	-
	04:02 pm	(707) 559-7500	PTLM MAIN,CA	VW/AU	13:00	-
	04:17 pm	(707) 569-2300	Incoming	VW/AU	02:00	-
Nov 25	12:23 pm	(707) 367-3262	Incoming	VW/AU	04:00	-
	12:33 pm	(810) 287-1869	FLINT,MI	VW/AU	08:00	-
	02:22 pm	(855) 417-7107	Toll Free Call	VW/AU	06:00	-
	03:09 pm	(877) 328-9677	Toll Free Call	VW/AU	03:00	-
	03:25 pm	(831) 227-3212	Incoming	AU	27:00	-
Nov 26	01:45 pm	(810) 287-1869	FLINT,MI	AU	19:00	-
	08:30 pm	(415) 221-4810	Incoming	VW/AU	01:00	-
Nov 27	02:29 pm	(804) 929-5323	Incoming	VW/AU	22:00	-
	04:18 pm	(707) 569-2300	Incoming	AU	03:00	-
Nov 30	12:47 pm	(707) 778-4372	PTLM MAIN,CA	VW/AU	11:00	-
	12:58 pm	(707) 553-7814	VALLEJO,CA	AU	02:00	-
	01:35 pm	(707) 553-7814	VALLEJO,CA	VW/AU	03:00	-
	01:37 pm	(707) 778-4372	PTLM MAIN,CA	AU	03:00	-
	01:49 pm	(810) 287-1869	FLINT,MI	AU	23:00	-
	03:44 pm	(800) 520-4525	Toll Free Call	VW/AU	05:00	-
	03:48 pm	(810) 287-1869	FLINT,MI	AU	11:00	-
	04:01 pm	(707) 553-7814	VALLEJO,CA	VW/AU	02:00	-
	04:02 pm	(707) 569-2300	Incoming	CW/VW/AU	04:00	-
	04:06 pm	(707) 553-7814	VALLEJO,CA	AU	05:00	-
	04:09 pm	(707) 772-6336	Incoming	CW/AU	07:00	-
	04:16 pm	(707) 553-7814	VALLEJO,CA	AU	04:00	-
	04:20 pm	(800) 531-8722	Toll Free Call	AU	04:00	-
	04:24 pm	(800) 531-8722	Toll Free Call	AU	13:00	-

Rate Type

AU Anytime/Plan Usage

CW Call Waiting

NW Night and Weekends

VW Wi-Fi Calling

Call Details - (517) 507-1380 - Voice continues...



11 of 11

Account Number: 893636714

Bill Period: Nov 01 - Nov 30, 2020

Call Details - (517) 507-1380 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	04:37 pm	(800) 668-6873	Toll Free Call	AU	18:00	-
	04:54 pm	(513) 254-2191	Incoming	CW/AU	11:00	-
	06:39 pm	(707) 367-3262	Incoming	VW/AU	06:00	-
	06:56 pm	(707) 367-3262	Incoming	VW/AU	21:00	-

Call Details - (707) 974-5368 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
Nov 03	12:02 pm	(707) 289-2622	Incoming	AU	01:00	-
Nov 05	11:26 am	(785) 341-7780	MANHATTAN,KS	AU	01:00	-
	12:07 pm	(785) 341-7780	MANHATTAN,KS	AU	05:00	-
Nov 13	11:18 am	(785) 341-7780	MANHATTAN,KS	AU	13:00	-
	11:34 am	(707) 376-1294	Incoming	AU	01:00	-
Nov 15	11:27 pm	(785) 341-7780	Incoming	NW/AU	01:00	-
	11:27 pm	(785) 341-7780	Incoming	NW/AU	17:00	-
Nov 19	12:55 pm	(785) 341-7780	Incoming	AU	03:00	-
	02:22 pm	(785) 341-7780	MANHATTAN,KS	AU	10:00	-
Nov 21	05:00 pm	(785) 341-7780	Incoming	NW/AU	10:00	-
Nov 23	10:27 am	(719) 340-0403	Incoming	AU	10:00	-
Nov 25	02:16 pm	(810) 287-1869	FLINT,MI	AU	02:00	-
	03:33 pm	(810) 287-1869	Incoming	AU	07:00	-
Nov 26	01:00 pm	(785) 341-7780	Incoming	AU	06:00	-
	01:07 pm	(785) 341-7780	MANHATTAN,KS	AU	01:00	-
	10:37 pm	(707) 974-5437	SANTA ROSA,CA	NW/AU	01:00	-
Nov 30	07:32 pm	(785) 341-7780	Incoming	AU	28:00	-

Rate Type

AU Anytime/Plan Usage

CW Call Waiting

NW Night and Weekends

VW Wi-Fi Calling



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544



0000055 SP 3783 -C01-P00055-1 -03144-554537830123

JOSHUA C. MAYNARD
740 ELY BLVD S
PETALUMA, CA 94954-4609

December 1, 2020

Please Read: Important Notice

DEAR MR. JOSHUA C. MAYNARD,

We previously received notification that you have filed for bankruptcy. We continue to comply with the automatic stay and other related bankruptcy protections, but need to provide the attached notice to comply with applicable state laws and to notify you of our intent to take action as described in the notice.

If you feel you should be protected under the Servicemembers Civil Relief Act, please call us at (210) 531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.

If you have any questions about your loan, please call us at 800-668-6873. We are available Monday through Thursday from 7 a.m. to 5 p.m., and Friday and Saturday from 7 a.m. to 11 a.m. CT.

Sincerely,

Troy J Withers
Executive Director, Member Debt Solutions
USAA Federal Savings Bank

* For purposes of this notice, "vehicle" can include, but is not necessarily limited to, cars, trucks, recreational vehicles, travel trailers and boats.

NOTE: IF YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE AN ATTEMPT TO COLLECT A DEBT OR TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION. PLEASE ALSO NOTE THAT DESPITE ANY SUCH BANKRUPTCY, USAA RETAINS RIGHTS UNDER ITS SECURED LOAN AGREEMENT, INCLUDING THE RIGHT TO ENFORCE ITS SECURITY INTEREST IN THE PROPERTY IDENTIFIED IN THE LOAN AGREEMENT.

Enc: MDS - NOI BK PostDischarge - All Other States

017378893 - DM-03144

131245-0917



FDIC
INSURED



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTICE OF DISPOSITION AND OUR PLAN TO SELL PROPERTY

December 1, 2020

Reference:	Transaction:	Secured Consumer Loan
	Borrower:	JOSHUA C. MAYNARD
		740 ELY BLVD S,
		PETALUMA, CA 94954
	Account Number:	4489
	Vehicle*:	2014 DODGE DURANGO
	Bankruptcy Case:	19-10745

THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DISCHARGED DEBT FROM YOU PERSONALLY, BUT IS BEING MADE TO COMPLY WITH ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AND ALL APPLICABLE STATE LAWS.

We understand that you have filed for bankruptcy. The automatic stay under the Bankruptcy Code has been lifted, terminated, vacated or modified to allow us to exercise our rights to repossess the Vehicle. Because you received a discharge of this debt in the bankruptcy case described above, you have no personal obligation to pay any amounts to us and you are no longer personally liable to us for any amount, including any deficiency.

We have your property described above, because you broke promises in our agreement.

We will sell the vehicle* described above at a private sale sometime after December 14, 2020. A sale could include a lease or license.

The money that we get from the sale (after paying our costs, to the extent provided under and allowed by the United States Bankruptcy Code and applicable state law) will reduce any amount owed to us that is secured by the Vehicle. If we get less money than is owed to us, you will not personally owe us the difference because you received a discharge of this debt in your bankruptcy case; however, we may file or have filed a proof of claim or an amended proof of claim in your bankruptcy case for any resulting unsecured amounts in accordance with the provisions of the United States Bankruptcy Code. If we get more money than is owed to us, you will get the extra money, unless we must pay it to the bankruptcy trustee appointed in the bankruptcy case or to someone else.

Because you obtained a discharge of this debt in bankruptcy, you have no personal obligation to pay any amounts to us and you are not personally liable to us for any deficiency. However, we may seek to enforce any existing liens against the Vehicle and any other property that you gave to secure the debt. Because of your chapter 7 bankruptcy, you can get the property back at any time before we sell it by voluntarily paying the lesser of: (a) the fair market value of the Vehicle; or (b) the full amount that you owe (not just the past due payments), to the extent provided under the United States Bankruptcy Code and applicable state law; however, bankruptcy court approval may be required. If you would like to voluntarily get the property back, call us at 1-800-668-6873 to learn the exact amount that you may voluntarily pay to get the property back. If you had not filed a chapter 7 bankruptcy, pursuant to state law, you only would have been able to get the property back at any time before we sell it by voluntarily paying us the full amount you owe (not just the past due payments), including our expenses. Because you obtained a discharge of this debt in bankruptcy, you have no personal obligation to pay any amounts to us, although we may file or have filed a proof of claim or an amended proof of claim in your bankruptcy case with regard to this debt based upon the applicable provisions of the United States Bankruptcy Code. This Notice is not an attempt to collect a discharged debt from you personally, but is being made to comply with Article 9 of the Uniform Commercial Code and all applicable state laws.



After Hours Auto Recovery

1627 Lewis Brown Dr

Vallejo, CA 94589

Phone: (707)553-7814

RA1381

Debtor

JOSHUA C. MAYNARD

Phone:

Cell:

Date: 12/01/2020

Case #: 2087611574

Cosigner

Phone:

Cell:

Reference #: 174313

Acct #: 2081997703

Client

Del Mar Recovery Solutions

PO Box 131690

Carlsbad, CA 92013

Phone: 8666067007 Fax: 760-603-9080

USAA Federal Savings

Vehicle

2014 DODGE DURANGO

VIN: 1C4SDJCT9EC477234

Plate: 8RPB714 CA

Color: BLACK

Recovery Date: 11/29/2020

Stored: 3

Appointment 12/1/20

Date/Time: 1:30 PM

Personal Effects: * DISPOSED OF ALL PERISHABLES/FLAMMABLES/LIQUIDS/COMBUSTIBLES/ILLEGAL SUBSTANCES*

12/01/20 taryn foley receipts, registration

Missing: sunglasses,

Personal Property Processing Fee: \$

I, JOSHUA MAYNARD do hereby acknowledge receipt of the described property. The above is a complete list of all the personal property contained in the vehicle at the time it was taken from my possession. I release After Hours Auto Recovery, its agents, assigns, and subsidiaries from any and all liability with respect to any personal property that was or may have been in the vehicle at the time it was taken from my possession.

Signature

Witness

Date/Time



PATROL DIVISION

J. BRADSHAW

Police Officer
Badge #719

2012010127

(707) 649-7700

E-mail: jaleesa.bradshaw@cityofvallejo.net

111 Armador Street

Vallejo, CA 94590

Fax (707) 648-4490

Redemption Receipt



After Hours Recovery Inc.

1627 LEWIS BROWN DRIVE

Vallejo, CA 94589

Phone: 707-553-7814 Fax: 707-558-6888

State License No. RA1381

Client

Del Mar Recovery Solutions

P.O. Box 131690

Carlsbad, CA 92013

Phone: 866-606-7007 Fax: 760-603-9080

Lien Holder USAA Federal Savings

12/02/2020

Case #: 2087611574

Reference #: 174313

Acct #: 2081997703

Debtor

JOSHUA C MAYNARD

Phone: Cell:

Cosigner

Phone: Cell:

Year: 2014 Make: DODGE Model: DURANGO

VIN: 1C4SDJCT9EC477234 Plate: 8RPB714 Color: BLACK

Keys: No

Personal Property: Yes

Redemption Date:

12-2-20

Appointment Time:

2 pm

In sole consideration of the release of the above described vehicle and personal property, I agree that I have carefully examined the above described vehicle and made sure that there is no damage, other than any pre-existing damage marked and accounted for on the vehicle condition report. I further agree that I have examined all personal belongings that were left in the above vehicle and that everything is accounted for, and has no damage.

By signing this Release, I fully understand the above statements and do agree to Release and Hold Harmless After Hours Auto Recovery and Del Mar Recovery Solutions and or its Agents from all claims, demands and or actions, which I or my Representatives do have or may have against After Hours Auto Recovery, Del Mar Recovery Solutions and/or its Agents or Employees, prior to this date.

Repossession Receipt: PETALUMA P.D.

The following fees are due upon release:

Lienholder: USAA Federal Savings

Contracted Rate:

Billing

Signature

Witness

RESOLVION**Standard Vehicle Release To Consumer (Redemption) - Page 1 of 2**

Name: MAYNARD, JOSHUA C
Codebtor: NO SECOND CONSUMER ON ORDER
Phone Number:
Lender/Client: USAA-DM-IVREPO USAA Federal Savings
Account Number: 1044404489
Year Make and Model: 2014 DODGE DURANGO
VIN: 1C4SDJCT9EC477234

AGENTS/AUCTIONS:

Agents and Auctions must refer and adhere to ALL applicable laws regarding disclosures and state regulation(s).

RELEASE:

In consideration of the return of the Vehicle to you, and by signing below, you hereby release and hold harmless the Recovery Agent, Resolution, and for both entities their respective affiliates, officers, directors, managers, employees, agents, successors, and assigns from any and all claims related to or arising out of or in any way connected to your contract with your Lender and their servicing of your Contract, or the repossession and return of your vehicle with the fees as set forth below.

Fee Description	# Days Stored	Amount Charged for Service by Agent or Auction	Total Due	Amount Paid by Consumer at Agent's Lot or Auction
Storage Fees for Vehicle	4	0	75.00	0
Personal Property Fees	4	0		
Redemption Fee	4	75.00		

Storage or Restate/Redemption as Auction does not include expenses incurred to transport or recondition the vehicle. Such fees, if incurred, may be billed to you at a later time.

AGENT: PLEASE BILL ALSO FOR ALL CUSTOMER REDEMPTION FEES

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**

VEHICLE KEYS: Consumer, please check one of the following:

- A) ☐ I received a set of fully working keys to the vehicle from the Agent when I took possession
 B) ☒ I have in my possession a set of fully working keys to the Vehicle; the Agent did not provide a set.
 C) ☐ I received a set of keys to the vehicle which could be used to enter the vehicle but not to start it (the vehicle requires an electronic key fob or chip key but I only received metal keys).

Consumer Initials Here Jr

Agent Initials Here RC

THIS IS PAGE 1 OF 2

Multi State Vehicle Release (Wombat) - Revised 3/2019

RESOLVION

Standard Vehicle Release To Consumer (Redemption) - Page 2 of 2

Name: MAYNARD, JOSHUA C
Codebtor: NO SECOND CONSUMER ON ORDER
Phone Number:
Lender/Client: USAA-DM-IVREPO USAA Federal Savings
Account Number: 1044404489
Year Make and Model: 2014 DODGE MODEL%
VIN: 1C4SDJCT9EC477234

Fee Instructions to Agent: BILL RESOLVION MAX REDEMPTION \$75 INCLUDING PP FEESTORAGE \$20/DAY BILL TO CUSTOMER

Transport Instructions: PLEASE RETURN THIS VEHICLE TO THE RIGHTFUL OWNER JOSHUA MAYNARD AND CONTACT 517-507-1380 TO MAKE ARRANGEMENTS. BILL ALL FEES TO ALS

Other Instructions: BILL RESOLVION MAX REDEMPTION \$75 INCLUDING PP FEESTORAGE \$20/DAY BILL TO CUSTOMER PERSONAL PROPERTY ONLY BILL MAX FEE OF \$75 TO RESOLVION.

CONSUMER:

By signing below, you acknowledge and agree that: (i) the information contained above is accurate, (ii) you inspected the above described Vehicle, (iii) you accept the return of the Vehicle in its current condition and (iv) you have received possession of the Vehicle and all personal property.

I hereby certify that the above information is correct and true:

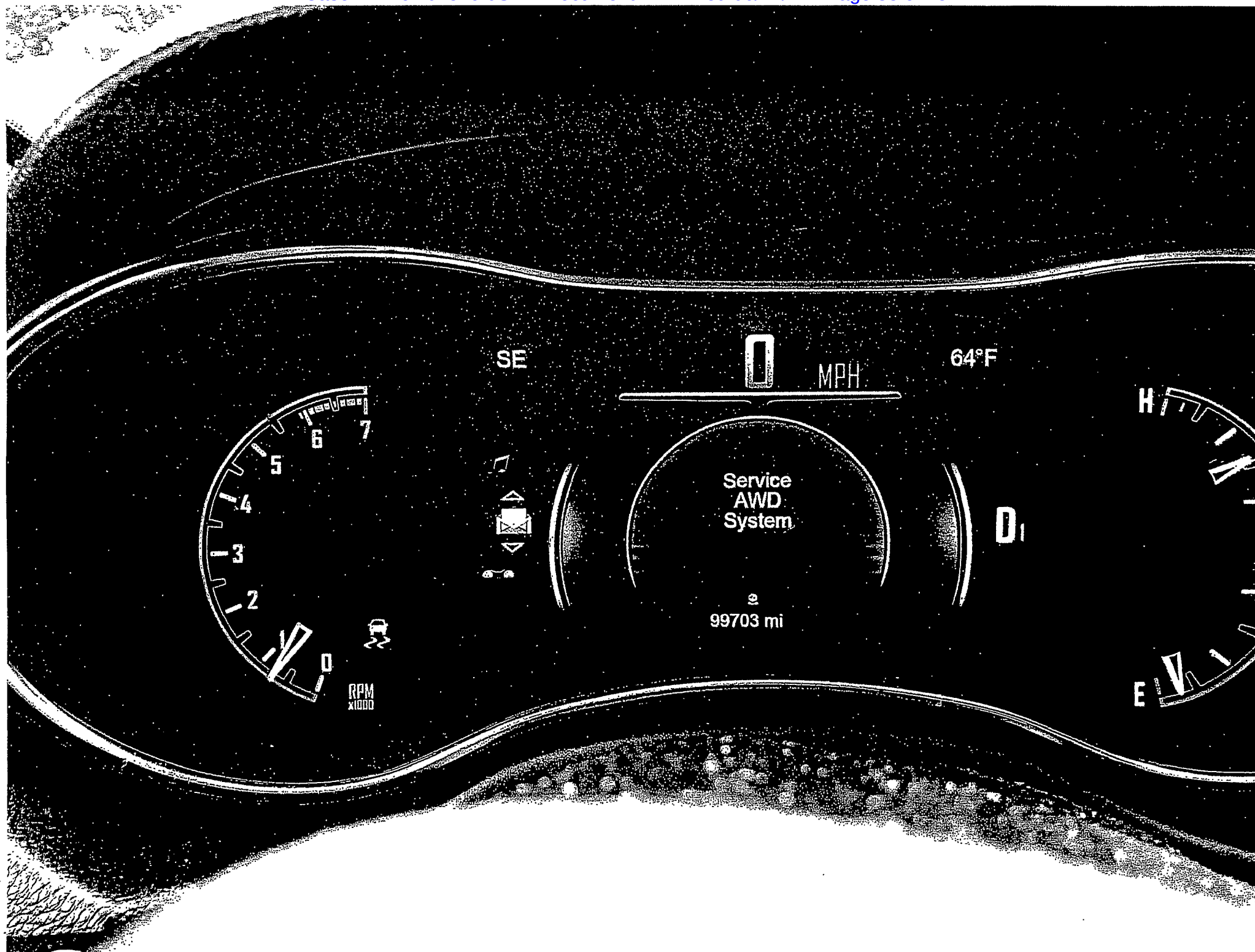
Vehicle Released To: JOSHUA MAYNARD Signature: X [Signature] Date: 12-2-20
 (print name of person retrieving the vehicle)

Driver's License # _____ Phone #: _____

AGENT:

By signing below, you acknowledge and agree that (i) the information contained above is accurate, and (ii) you have released the Vehicle and all personal property in your possession related to the recovery of the above described Vehicle

Vehicle Released By: R. Crites Signature: X [Signature] Date: 12-2-20
 (print name of person releasing the vehicle)





From:
Joshua C. Maynard (Formerly, USAA Member 17378893)
740 Ely Blvd S
Petaluma, CA 94954

To:
USAA
Attn: Legal Department
9800 Fredericksburg Road
San Antonio, TX 78288

January 7th, 2021

Demand for Payment of Injury and Damages Caused by USAA's Tortious Conversion of My Property

Dear USAA,

Shame on you. I was a USAA member for over 20 years until 2019 when USAA first broke its promises to me and subsequently severed my membership. Now, whereas I had thought such insult from your institution was behind me in life, you have reared your ugly head upon me and my family once again and recklessly and willfully caused further injury well outside the lines of what is "right", and also beyond what is "legal."

I highly recommend that you correct your illegal and predatory practices as I have experienced and implement better quality controls into your customer operations. You have not lived up to the images and slogans you project in your TV and online commercials in your treatment of me and my family, and, in fact, you have broken the law in the course of that treatment even after multiple opportunities to correct yourself.

My experience with your dealings makes me wonder how many other service families you may have hurt in ways similar to what you have done to mine. Make no mistake, if you fail to make me whole as you should given this circumstance I will surely pursue every possible avenue to legally hold you to account and to spread awareness of your practices to the public and service communities, for their protection.

This is your opportunity to right your wrongs with me. I hope you live up to the values you once upheld that won my membership for two decades.

Facts of the Circumstance

On June 16th, 2020, I purchased USAA's abandoned property (a 2014 Dodge Durango, VIN ending in 77234, hereafter referred to as "the Durango" or "my Durango") free and clear in a Lien Sale which was subsequently recognized by State of California in the current Certificate of Title. At the point of purchase my Durango was inoperable and had to be towed to be moved to my home. I invested money in it to get it operating, titled, and registered for my exclusive use after purchasing it.

On or about (O/A) November 29th, 2020, USAA Issued an Order to Repossess my Durango to Del Mar Recovery Solutions, incorrectly citing USAA Federal Savings Bank as a Lien Holder, even though they were not and are not, in fact, a current Lien Holder on my Durango at all. Either USAA failed to validate their Lien claim against the current title for my Durango or USAA outright knowingly misrepresented their Lien status in an attempt to commit theft of my property.

As a result of USAA's misrepresentation of their Lien status, my (solely owned California Titled) Durango was illegally stolen from my driveway at my home in Petaluma, California, by After Hours Recovery Inc, the subcontractor issued the Order to Repossess from USAA by Del Mar Recovery Solutions, which USAA hired for such purpose of depriving me use and possession of that sole property of mine, the Durango, O/A December 1st, 2020.

On December 1st, I awoke to find my vehicle stolen from my driveway. I contacted the police right away who informed me that the vehicle had been repossessed and provided me the contact information for After Hours Recovery Inc, who had converted my property by order of USAA and was continuing to deprive me of my property on USAA's behalf. I filed a formal complaint with the police that USAA did not have any lien on my vehicle and that my property had been converted, and that I should have my property returned immediately.

On that day, December 1st, I made contact with both USAA and After Hours Recovery to explain the circumstance as well and I demanded my property be returned immediately to me. In each contact I explained that I was the current Title Holder with no lien, and that I had purchased the vehicle outright. When I explained the circumstance to USAA that day I was told that if I wanted my Durango back I had to pay USAA \$27,644.02 to get it.

In essence, USAA stole my Durango to extort money from me.

On December 2nd, 2020, I appeared in person at After Hours Recovery to demand return of my Durango to my possession and to claim my personal property from within it if they would not return my Durango to me. They refused to relinquish my Durango to me and did not return personal property to me which had been in the vehicle before USAA had them steal it from my home. After their refusal I called the police who also appeared there in person at After Hours Recovery to assist me. Upon presenting my title and documents in police presence to After Hours Recovery they acquiesced that they would return my Durango to me the following day, and recognized me as the rightful owner in writing, as did Del Mar Recovery Solutions.

On December 3rd, 2020, I went in person again to After Hours Recovery and recovered my Durango which they had converted on behalf of USAA. In the course of the conversion and recovery of my Durango by USAA I have incurred injury and damages which USAA has a legal duty to cure as their illegal act is the cause of them. I hereby demand payment to cure those damages and injuries you have caused, USAA.

USAA Committed Conversion of my Durango

Conversion, under California law, is defined as "intentional interference with the property of another with the intent to deprive the owner of the property."

USAA, you did commit conversion of my Durango in that:

- At the time USAA took my Durango I was the sole owner of the property as recognized by the California Certificate of Title with no lien holder.
- You wrongfully took my Durango and deprived me of it from December 1st - December 3rd, 2020
- You had no permission to take my Durango as you did. In fact, you continued to deprive me of my Durango when I demanded it back until I got police involved.
- I have suffered damages and injury as a result of your conversion of my Durango, which you have an obligation to cure.

Damages and Injuries Caused by USAA's Illegal and Predatory Conduct

USAA's conversion of my Durango caused me loss of time and expense in pursuit of its recovery into my possession.

- The entirety of my time during business hours on Dec 1 - 3, 2020 was spent in pursuit of recovering my Durango. My professional hourly rate is \$65/hr. USAA owes me **\$1,560.00** for time spent in pursuit of recovery of my Durango.
- The acts of traveling to recover my vehicle incurred costs to me as a result of USAA's conversion of my Durango, in addition to the time. I had to make (2) round-trip 30 mile drives (120 miles) in the course of recovering it from USAA to get my Durango home. At \$0.535 per mile, USAA owes me **\$64.20** for mileage on my privately owned vehicles and **\$40.00** in gas money.

USAA's conversion of my Durango cost me loss of property that was inside it and caused damages to my Durango which have left it undriveable in pendency of cure.

- In the course of USAA's conversion of my Durango personal property that was inside my Durango disappeared and was never returned to me. Specifically, at least (3) pairs of sunglasses - my specialty traumatic brain injury rose lens glasses - which were brand new, my Google sunglasses which were my favorite pair, and my orange Rove Sunglasses. Additionally my Facebook bag that was in my Durango also "disappeared". I value these pieces of property in total, which USAA caused to be taken and not returned, at **\$1,000.00** replacement value.

- The condition of my vehicle when I recovered it was damaged when it was returned to me in ways it was not before USAA converted it. Specifically, the alignment was (is) off (steering pulling to the right), the AWD service alarm was (is) on which had not been on before it was converted by USAA, and my Adaptive Cruise Control module was (is) also not working. These are obvious damages caused by the act of towing my vehicle without my consent. I have not yet expended the time (cost to USAA) to get a professional estimate to repair the deficiencies to my Durango caused by USAA's conversion of it, but I estimate those repairs in total to likely cost **\$2,000.00** to repair. I am open to negotiating USAA paying for these repairs directly to a repair shop as appropriate cure to the vehicle damages suffered rather than simply paying me for the estimate, if USAA would prefer.

USAA has caused me loss of income by depriving me use of my Durango from its conversion.

- The AWD service light, steering alignment, and cruise control problems in my Durango as a result of USAA's conversion have rendered it undriveable until it is assessed and repaired. Therefore, USAA's conversion of my property has actually caused my loss of its use beyond the time I physically recovered it, which still persists as of the date of this letter.
- I use my Durango to earn income as a Dasher doing deliveries. USAA's conversion of my vehicle and damages to it which have rendered it undriveable have eliminated this stream of income for me during this time which I otherwise would have been able to realize. During a typical weekday I would gross \$200 using my Durango, \$300 on weekend days. I often work (7) days dashing in order to make ends meet and have grossed \$1,800 in a week at times. However, \$1,600.00 per week is a very reliable volume of delivery income in a week. As of today, USAA's conversion of my property has cost me (5) weeks lost income due to my Durango having been rendered undriveable by their conversion of it. As of today, USAA owes me **\$8,000.00** in lost income as a result of the conversion of my Durango which is increasing by the day until it is repaired of the damages caused by USAA.

USAA has caused me emotional damage, distress, and humiliated me as a single father and disabled veteran in front of my neighbors, friends, and children by converting my Durango. The sheer embarrassment this situation has caused me makes me sick.

- USAA owes me the value of the property - my Durango - as additional restitution for their reckless and willful harms committed against me and my family whereby they chose to steal my vehicle from me and then attempted to extort money from me. **\$27,644.02**, plus interest, since December 1st, 2020.

Conclusion

This situation is clear cut. The law and remedies are very clear as is the moral imperative. USAA converted my property and owes me restitution. I hope USAA will honor it's image and rhetoric around it's business practices and actually live up to them. Take responsibility for your mistake and set it right without further cost of my time and effort, and without expending your resources to try and get away with doing me wrong any further.

My hope is that we can dialogue and settle these matters outside of court. To date, though, I haven't even gotten so much as an apology from USAA for the mistakes and the harms you have caused me, formerly a member for over two decades. Shame on you. Each day that goes by without remedy the damages you have caused me continue to accrue. Time is of the essence.

Time Spent in recovery pursuit: \$1,560.00

Gas and Mileage: \$104.20

Replacement of stolen personal property: \$1,000.00

Cost of repairs of damage caused by USAA: \$2,000.00

Lost wages (as of January 7th, 2021): \$8,000.00

Value of the property as damages: \$27,644.02

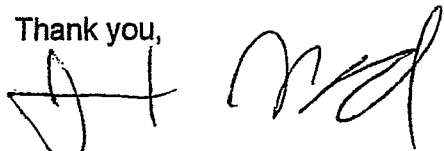
Total cost to resolve claim (as of January 7th, 2021): \$40,308.22

I demand payment of **\$40,308.22** immediately to resolve my claim against USAA for conversion of my Durango which was committed willfully by them in December, 2020.

The point of contact for this action is the undersigned. You can reach me by phone at (517) 507-1380 or email at au4504@yahoo.com.

If I receive no response from you by January 22nd, 2021, I will assume you have no intention of rectifying this circumstance without a formal judgement and will proceed accordingly.

Thank you,



Joshua C. Maynard

Formerly Member 17378893

**2019 Weekly Gross Revenues for Joshua Maynard
(When Full Time Dashing)**

Week Of:	Gross Revenue
Dec 23 - 29	\$1,356.88
Dec 16 - 22	\$1,410.44
Dec 9 - 15	\$1,609.06
Dec 2 - 8	\$1,223.29
Nov 18 - Nov 24	\$1,328.40
Nov 4 - Nov 10	\$1,710.24
Oct 28 - Nov 3	\$1,568.72
Oct 21 - 27	\$1,465.58
Oct 7 - 13	\$1,666.17
Average Gross Weekly Revenue	\$1,482.09

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA CIVIL DIVISION 600 ADMINISTRATION DRIVE, ROOM 107-J SANTA ROSA, CALIFORNIA 95403-2878 (707) 521-6500 www.sonoma.courts.ca.gov Maynard vs United Services Automobile Association Federal Savings Bank	(FOR COURT USE ONLY) <div style="text-align: center;">ENDORSED FILED</div> <div style="text-align: center;">MAY 05 2021</div> <div style="text-align: center;">SUPERIOR COURT OF CALIFORNIA COUNTY OF SONOMA</div>
NOTICE OF ASSIGNMENT TO ONE JUDGE FOR ALL PURPOSES, NOTICE OF CASE MANAGEMENT CONFERENCE, and ORDER TO SHOW CAUSE	Case number: SCV-268348

**A COPY OF THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT
AND WITH ANY CROSS-COMPLAINT**

1. THIS ACTION IS ASSIGNED TO HON. Gary Nadler FOR ALL PURPOSES.

Pursuant to California Rules of Court, Rule 2.111(7), the assigned judge's name must appear below the number of the case and the nature of the paper on the first page of each paper presented for filing.

2. EACH DEFENDANT MUST FILE A WRITTEN RESPONSE TO THE COMPLAINT AS REQUIRED BY THE SUMMONS.

A Case Management Conference has been set at the time and place indicated below:

Date: 09/02/2021	Time: 3:00 PM	Courtroom 19
Location: Civil and Family Law Courthouse		
3055 Cleveland Ave		
1st Floor		
Santa Rosa, CA 95403		

3. No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement [Judicial Council form #CM-110] and serve it on all other parties in the case. In lieu of each party's filing a separate case management statement, any two or more parties may file a joint statement.

4. At the conference, counsel for each party and each self-represented party must appear personally or by telephone [California Rules of Court, Rule 3.670(c)(2)]; must be familiar with the case; and must be prepared to discuss and commit to the party's position on the issues listed in California Rules of Court, Rule 3.727.

5. Pre-approved dispositions are recorded three (3) court days prior to the case management conference. These may be obtained by calling (707) 521-6883 or by going to <http://sonoma.courts.ca.gov/online-services/tentative-rulings>.

ORDER TO SHOW CAUSE

To Plaintiff(s), Cross-complainants, and/or their attorneys of record:

If, on the date shown above, you are not in compliance with the requirements stated in the California Rules of Court, rules 2.30, 3.110, and/or 3.720 through 3.771 inclusive, you must then and there show cause why this court should not impose monetary and/or terminating sanctions in this matter.

Pursuant to California Rule of Court, rule 3.221(b), information and forms related to Alternative Dispute Resolution are available on the Court's website at <http://sonoma.courts.ca.gov/self-help/adr>.

ELECTRONIC SERVICE OF DOCUMENTS**Enabled by Local Rule 18.16**

Voluntary e-service is available in Sonoma County. The Court has pre-approved a Stipulation for cases in which the attorneys or parties choose e-service. A copy of the Stipulation is available under the "Civil" section in the "Division" tab of the Court website: <http://www.sonoma.courts.ca.gov>. The advantages of e-service to the parties include:

SAVE MONEY	Reduction in costs related to photocopying, retrieving, storing, messenger and postage fees. No special software is needed to use e-service
SAVE TIME	Instant service of your documents on all parties
SAVE SPACE	With 24/7 internet access to all documents, you do not need to house paper copies
GAIN CERTAINTY	Immediate confirmation of service for your records. Documents are not delayed in the mail or blocked by email spam blockers and firewalls

To take advantage of e-service, select an e-service provider and file the signed Stipulation with the Court. Parties can then e-serve documents through the selected provider. Information about e-service providers is available at the website for the Sonoma County Bar Association: <http://www.sonomacountybar.org>. The Court does not endorse one provider over another.

To learn more about available e-service providers and their fees, please visit their website

***Note:** Hard-copy pleadings are required to be filed with the Court in accordance with applicable provisions of the Code of Civil Procedure, California Rules of Court and local rules. You do not need to provide a courtesy copy of a served document to the specific department in which the matter has been assigned.*

DISCOVERY FACILITATOR PROGRAM

Effective January 1, 2008, the Sonoma County Superior Court promulgated Sonoma County Local Rule 4.14 which established the Discovery Facilitator Program. Participation in the Discovery Facilitator Program shall be deemed to satisfy a party's obligation to meet and confer under Sonoma County Local Rule 5.5 and applicable provisions of the Code of Civil Procedure and California Rules of Court. This program has been providing assistance in resolving discovery disputes and reducing the backlog of matters on the law and motion calendars in our civil law departments. The Sonoma County Superior Court encourages all attorneys and parties to utilize the Discovery Facilitator Program in order to help resolve or reduce the issues in dispute whether or not a discovery motion is filed.

There is a link to Local Rule 4.14 and the list of discovery facilitator volunteers on the official website of the Sonoma County Superior Court at <http://www.sonoma.courts.ca.gov>. On the home page, under the "AVAILABLE PROGRAMS & HELP" section, click on »[Discovery Facilitator Program](#). You can then click on either "Local Rule 4.14" to obtain the language of the local rule, or "List of Facilitators" for a list of the volunteer discovery facilitators and accompanying contact and biographical information.

Pursuant to Local Rule 5.1.C:**NTC OF ASSIGNMENT OF 1 JUDGE FOR ALL PURPOSES, NTC OF CMC & OSC**

The moving party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of any motion filed. The responding party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of all opposition papers. Finally, the moving party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of all reply papers.

Pursuant to Local Rule 5.1.C.1:

If any matter scheduled on the law and motion calendar is resolved, dismissed, settled or becomes moot for any reason, the moving party shall immediately notify the judicial assistant for the Assigned Judge if the motion is to be dropped from the law and motion calendar. Said notification may be made by telephone, followed by a letter of confirmation.

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JOSHUA MAYNARD 740 Ely Blvd S Petaluma, CA 94954 TELEPHONE NO.: (517) 507-1380 FAX NO. (Optional): E-MAIL ADDRESS (Optional): au4504@yahoo.com ATTORNEY FOR (Name): Self Represented	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA STREET ADDRESS: Hall of Justice, 600 Administration Drive MAILING ADDRESS: Hall of Justice, 600 Administration Drive, Room 107J CITY AND ZIP CODE: Santa Rosa, 95403 BRANCH NAME: CIVIL CLAIMS DIVISION	
PLAINTIFF/PETITIONER: JOSHUA MAYNARD DEFENDANT/RESPONDENT: UNITED SERVICES AUTOMOBILE ASSOCIATION FEDERAL SB	CASE NUMBER: SCV-268348
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): Exhibits A through M and Notice of Assignment to One Judge for All Purposes, Notice of Case Management Conference and Order to Show Cause served with Summons and Complaint
3. a. Party served (specify name of party as shown on documents served):
United Services Automobile Association Federal Savings Bank
- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:
10750 McDermott Freeway, San Antonio, TX 78288
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - b. ☐ **by substituted service.** on (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

Page 1 of 2

POS-010

PLAINTIFF/PETITIONER: JOSHUA MAYNARD	CASE NUMBER:
DEFENDANT/RESPONDENT: UNITED SERVICES AUTOMOBILE ASSOCIATION FEDERAL SB	SCV-268348

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (*specify means of service and authorizing code section*): _____

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (*specify*): _____
- c. ☐ as occupant.
- d. ☐ On behalf of (*specify*): _____

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**

- a. Name: _____
- b. Address: _____
- c. Telephone number: _____
- d. **The fee** for service was: \$ _____
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.: _____
- (iii) County: _____

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: _____

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)